



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

June 16, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF CONTRACT FOR REMOTE AUTOMATIC WEATHER STATIONS MAINTENANCE (ALL DISTRICTS) (3 - VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This recommended action will authorize the Consolidated Fire Protection District of Los Angeles County (District) to pay the U.S. Forest Service National Interagency Fire Center (NIFC) for the maintenance of the Remote Automated Weather Stations (RAWS). The District projects the expenditures for these services to reach \$100,000 by the end of the current fiscal year; therefore contracting out these services is mandatory for continued service.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Authorize the Fire Chief or his designee to execute a five year contract with the NIFC (Attachment A) to provide maintenance services for the RAWS, in an amount not to exceed \$26,000.00 per year for the term of this contract. This contract will become effective upon approval by your Board.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRWINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Authorize the Fire Chief, or his designee to amend, suspend and/or terminate this contract. Amendments to the contract will include the addition of new RAWs as they become available and as recommended by the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The interagency RAWs program began in the early 1980's. The Bureau of Land Management (BLM) led the way in the development, deployment, and maintenance of the network. The network now represents approximately 2,200 stations owned by federal, tribal, state and local wild land fire agencies.

The RAWs Partners Group was formed in 2003 to coordinate an integrated and programmatic approach to support and maintain the interagency RAWs network. RAWs program managers from each agency meet periodically to assure each station has access to reliable, affordable maintenance support, and to address other RAWs network and data issues.

Implementation of Strategic Plan

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal No. 5, "Public Safety," which directs us to "Ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County."

FISCAL IMPACT/FINANCING

Budget appropriations have been made and approved for the 2008-09 fiscal year. The total expenditures for the five (5) contract years are \$130,000. This amount is not to exceed \$26,000 per year, representing the total annual cost based on the District's previous and current fiscal year expenditures.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are nearly 2,200 interagency RAWs strategically located throughout the United States. These stations monitor the weather and provide weather data that assists land management agencies with a variety of projects such as monitoring air quality, rating fire danger, and providing information for research applications. Most of the stations owned by the wildland fire agencies are placed in locations where they can monitor fire danger.

RAWS units collect, store, and transmit data to a computer system at the NIFC in Boise, Idaho. Data is transmitted via the Geostationary Operational Environmental Satellite (GOES). The GOES is operated by the National Oceanic and Atmospheric Administration (NOAA). This data is automatically forwarded to several other computer systems including the Weather Information Management System (WIMS) and the Western Regional Climate Center (WRCC) in Reno, Nevada. Fire managers use this data to predict fire behavior and monitor fuels; resource managers use the data to monitor environmental conditions. Locations of RAWS stations can be searched online courtesy of the Western Regional Climate Center.

The District utilizes the Depot Maintenance Agreement through the BLM's RSFWSU:

Depot Maintenance Agreement – The RSFWSU will perform depot repair, refurbishment and calibration of RAWS components according to Publication Management System (PMS) 426-3, unless otherwise specified. The receiving agency will identify and provide local unit field technicians/first responders (Deputy Forester J. Lopez and Internal Services Department Communications technician Chris Nunez) to perform all field service functions, with telephone support from RSFWSU and assistance from the Interagency RAWS Web Page as necessary.

Replacement of components that are beyond economical repair, refurbishment or calibration will be paid for by the receiving agency. In order to facilitate rapid sensor exchange, the following procedures are established:

Upon component failure or minimum calibration/replacement date as established by PMS 426-3, the receiving agency's local unit will order replacement component according to instructions posted on the Interagency RAWS Web Page. Upon receipt of order, RSFWSU ships replacement component by next business day, or notifies receiving agency of inability to do so. Local unit field technician, provided by the District, replaces component and returns it to RSFWSU within 14 business days of receipt of replacement. If old sensors are not returned, the agency's local unit will not be able to order new sensors until the past due sensors are returned.

By federal mandate, we must adhere to the National Wildlife Coordinating Group (NWCG) National Fire Danger Rating system (NFDRS) installation, transmission, maintenance, and reporting standards and in addition to the depot annual maintenance we receive:

Important Note: NO AGENCY or PRIVATE ENTITY IS ALLOWED TO USE THE FOLLOWING SYSTEMS

1. Access to the GOES Satellite: Access is not granted to local agencies. The cost absorbed by the agreement is \$1,500 per station per year.
2. Access to NOAA National Environmental Satellite, Data, and Information Service (NESDIS): NESDIS provides timely access to global environmental data from satellites and other sources to promote, protect, & enhance the Nation's economy, security, environment, & quality of life. The cost absorbed by the agreement is \$10,000 per year.
3. Access to RAWS Data Management in the Automated Sorting, Conversion and Distribution System (ASCADS): Its primary function is to retrieve data from the GOES, convert it to a format compatible with various national systems and forward the data to those systems. This data is now ready for use by the WIMS. Henninger Flats uses WIMS to provide the Daily Fire Danger Report. The cost absorbed by the agreement is \$10,000 per year.
4. Access to Data Storage at the WRCC. Most of the websites only save one (1) year of data. The WRCC captures and stores the RAWS data indefinitely since their first transmission. The cost absorbed by the agreement is \$5,000 per year.

The District is authorized to contract for these services under California Health and Safety Code.

On final analysis and consideration of this award, this vendor was selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

The services provided through these contracts will not have a significant effect on the environment and are therefore exempt from California Environmental Quality Act (CEQA), pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District uses the NIFC selected contractor for the RAWS maintenance services; therefore the County's contracting process is not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

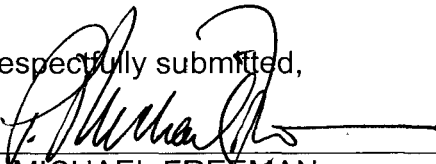
The District is currently obtaining these services through purchase orders. Approval of the contract with NIFC will allow the District to continue to ensure the safety of its firefighters by obtaining the necessary weather conditions.

Therefore, there will be no significant impact on current services. The vendors will continue to provide the services as contractors upon approval by your Board.

CONCLUSION

Upon execution by your Honorable Board, please provide the District with two (2) original certified copies of the adopted Board letter and Contracts. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275 when these documents become available.

Respectfully submitted,


P. MICHAEL FREEMAN
FIRE CHIEF

Reviewed by:


RICHARD SANCHEZ
ACTING CHIEF INFORMATION OFFICER

PMF:lg

Attachments (1)

c: Chief Executive Officer
Acting County Counsel
Executive Office, Board of Supervisors

CIO ANALYSIS

CONTRACT FOR REMOTE AUTOMATIC WEATHER STATIONS MAINTENANCE

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☒ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other (MSA)

New/Revised Contract Term: Base Term: 5 Years # of Option Yrs: 0

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: P. Michael Freeman, Fire Chief

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Maximum Contract Amount	\$ 130,000
Contingency	\$ 0
Aggregate Project Amount	\$ 130,000

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project sub vented?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT and security standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS)? Maintenance service does not require tracking via ITTS.

Project/Contract Description:

The Consolidated Fire Protection District (District) is requesting Board authorization for the Fire Chief to execute a contract for a period of five years with the U.S. Forest Service National Interagency Fire Center (NIFC) to provide maintenance for Remote Automated Weather Stations (RAWS). The actual service is performed by the Bureau of Land Management (BLM) Remote Sensing Fire Weather Support Unit (RSFWSU). The District is also requesting the Fire Chief, or his designee, to amend and/or terminate the contract. The proposed cost will not exceed \$130,000.

Background:

The purpose of this agreement is to provide continued cooperation between the District and the U.S. Forest Service for the support of fire weather stations. Both the US Forest Service and the District operate automated fire weather stations, but each agency is responsible for the upkeep and maintenance costs of their respective stations. These agencies make mutual use of these stations to support fire prevention and suppression activities.

Over the past several years, the U.S. Forest Service with subcontracts with the BLM RSFWSU, has provided depot repair, refurbishment and calibration, and technical support for local field technicians for the District's weather stations using an annual Purchase Order (PO) contract. Because the projected expenditures will exceed the County's \$100,000 threshold for purchase orders, the District seeks to develop a multi-year maintenance agreement.

Project Justification/Benefits:

The proposed maintenance agreement will support the maintenance of these systems used to collect weather data for fire prevention and suppression activities, in coordination with the U.S. Forest Service. Rates, terms and conditions will remain consistent with the current agreement. Approval of this Agreement will ensure that support of these critical public safety systems will not be interrupted.

Project Metrics:

Maintenance of the District's RAWS automated weather stations will continue without interruption, assuming the proposed Agreement will be executed by June 30, 2009.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If this proposed Agreement is not approved, the District runs the risk of interruption of maintenance for a critical public safety system. Potentially, this could detrimentally impact the District's fire prevention and suppression efforts.

Alternatives Considered:

No other alternatives were considered.

Project Risks:

There is no risk since this simply implements a five-year maintenance agreement to replace the current annual purchase order process used to contract for maintenance services.

Risk Mitigation Measures:

None.

Financial Analysis:

Currently, the District has deployed 18 RAWs units. The annual cost for maintenance is \$800 per unit, for an annual total of \$14,400. The District anticipates more RAWs units will be deployed in the future. To allow for growth of up to 32 RAWs units, the cost for the five-year agreement will not exceed \$130,000.

CIO Concerns:

None.

CIO Recommendations:


The Chief Information Office recommends Board approval of the proposed Agreement.

CIO APPROVAL

Date Received: May 28, 2009

Prepared by: John Arnstein

Date: June 2, 2009

Approved: 

Date: 6-3-09

MODIFICATION NO. 01
TO
COLLECTION AGREEMENT
NO. 09-CO-11130206-016
BETWEEN THE
U.S. FOREST SERVICE,
NATIONAL INTERAGENCY FIRE CENTER

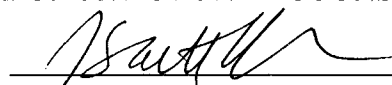
AND THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
COUNTY
FOR
RAWS (REMOTE AUTOMATED WEATHER STATION) MAINTENANCE

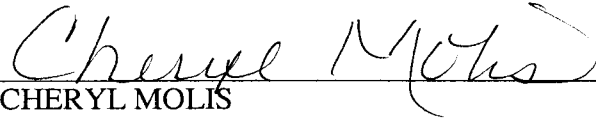
The purpose of this modification is to replace, in its entirety, the previously signed agreement with the attached.

P. MICHAEL FREEMAN, FIRE CHIEF
Consolidated Fire Protection District of Los Angeles County

Date

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

BY: 
DEPUTY


CHERYL MOLIS
Administrative Officer
U. S. Forest Service, National Interagency Fire Center

5-13-09
Date

For FS Use Only:

The authority and format of this modification have been reviewed and approved for signature.


Danielle L. Price
Forest Service Grants & Agreements Specialist

5-13-09
Date

Forest Service Agreement No.	09-CO-11130206-016
Cooperator Agreement No.	

COLLECTION AGREEMENT

Between the

**U. S. FOREST SERVICE,
NATIONAL INTERAGENCY FIRE CENTER**

And the

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

for

RAWS (REMOTE AUTOMATED WEATHER STATION) MAINTENANCE

This COLLECTION AGREEMENT is hereby entered into by and between the U.S. Forest Service, National Interagency Fire Center, hereinafter referred to as the Forest Service, and the Consolidated Protection District of Los Angeles County, hereinafter referred to as the District and/or Cooperator under the provisions of the Intergovernmental Cooperation Act of 1968.

This agreement supersedes FS Agreement No. 03-CO-11130206-043 that expired on September 30, 2008.

A. PURPOSE:

The purpose of this agreement is to provide continued cooperation for support of fire weather and fire weather stations. The National Forests in California maintain several automated fire weather stations. The District maintains several similar stations. Each agency is responsible for the upkeep and maintenance costs of its' respective stations as well as establishing the stations in the Weather Information Management System (WIMS) at Kansas City.

The National Forests in California and the District make mutual use of each other's automated stations for suppression and prescribed fire, therefore, to ensure consistency, it is of mutual benefit to coordinate the maintenance of the weather stations.

B. THE FOREST SERVICE SHALL:

1. Upon written request from the District to the Forest Service, coordinate with the Bureau of Land Management (BLM) to provide the maintenance contract for specified weather stations.

Forest Service Agreement No.	09-CO-11130206-016
Cooperator Agreement No.	

2. By no later than June 15 of each year, advise the District's Remote Automated Weather Stations (RAWS) Coordinator through the Forest Service National RAWS Program Manager, the cost of the maintenance contract for the upcoming Federal Fiscal year.
3. ADVANCE BILLING: Bill the Cooperator prior to the commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at a rate of zero percent (0%).

Billings shall be sent to:

County of Los Angeles Fire Department
 Attn: Financial Management Division
 P.O. Box 910901
 Commerce, CA 90092

(Copy of this bill shall be sent to cooperator RAWS Coordinator as listed in D-1)

4. Deposit all cash funds received under the terms of this agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed.

C. THE DISTRICT SHALL:

1. Agree that this is a long-term commitment to a quality automated weather station program and will provide stable funding to the Forest Service for their services. This in turn will provide the District a stable source for repair of the District's weather station equipment.
2. During June of each year, the District RAWS Coordinator will contact the Forest Service National RAWS Program Manager to review maintenance requests and costs for the upcoming year. To facilitate this review, it is the responsibility of the District RAWS Coordinator to maintain a record of station maintenance in CMMS (Computer Maintenance Management System).
3. The District RAWS Coordinator will convey no later than June 15 of each year, via written request to the Forest Service National RAWS Program Manager, the District's intent to continue the agreement into the upcoming Federal Fiscal Year.
4. Upon presentation of a Bill for Collection, deposit with the Forest Service the amount agreed to within 30 days of receipt of bill. *(See related provision B-3).*
5. TAXPAYER IDENTIFICATION NUMBER: Shall furnish their tax identification number upon execution of this agreement.

Cooperator Taxpayer ID No: 95-6000927

Forest Service Agreement No.	09-CO-11130206-016
Cooperator Agreement No.	

6. **LEGAL AUTHORITY:** Have the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

D. IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **PRINCIPAL CONTACTS:** The principal contacts for this agreement are:

Forest Service Program Manger	Cooperator RAWS Coordinator
Linnea Keating	J. Lopez
RAWS/Lightning Program Mgr c/o Clearwater National Forest	District RAWS Coordinator
12730 Highway 12	5823 Rickenbacker Road, Rm. 123
Orofino, ID 83544	Commerce, CA 90040
Phone: (208) 476-8312	Phone: 818-890-5783 Cell: 323-855-0093
FAX: (208) 476-8285	FAX: 818-897-9065
E-Mail: lkeating@fs.fed.us	E-Mail: jlopez@fire.lacounty.gov

Forest Service Administrative Contact	Cooperator Administrative Contact
Cheryl Molis	Lucy Guadiana, Contract
Administrative Manager U.S. Forest Service - National Interagency Fire Center	County of Los Angeles Fire Department
3833 S. Development	1320 N. Eastern Ave.
Boise, ID 83705	Los Angeles, CA 90063
Phone: (208) 387-5608	Phone: 323-881-3022
FAX: (208) 387-5398	FAX: 323-881-5176
E-Mail: cmolis@fs.fed.us	E-Mail: lguadian@fire.lacounty.gov

8. **FREEDOM OF INFORMATION ACT (FOIA):** Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
9. **PROPERTY IMPROVEMENTS:** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this agreement shall entitle the Cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

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Cooperator Agreement No.	

10. PARTICIPATION IN SIMILAR ACTIVITIES: This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
11. ENDORSEMENT: Any Cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the Cooperator's products or activities.
12. FOREST SERVICE LIABILITY: The Forest Service shall not be liable to the District for any damage incident to the performance of this agreement.
13. REFUNDS: Contributions authorized for use by the Forest Service which are not spent or obligated for the project(s) approved under this agreement will be refunded to the Cooperator or authorized for use for new projects by the Cooperator.
14. MODIFICATION: Modifications within the scope of the agreement shall be made by mutual consent of the parties by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
15. TERMINATION: Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.
16. COMMENCEMENT/EXPIRATION DATE: This agreement is executed as of the date of the last signature and will be effective through **June 1, 2014**, at which time it will expire unless extended.
17. AUTHORIZED REPRESENTATIVES: By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

The PARTIES HERETO have executed this agreement as of the last date written below:

P. MICHAEL FREEMAN, FIRE CHIEF
Consolidated Fire Protection District of Los Angeles County

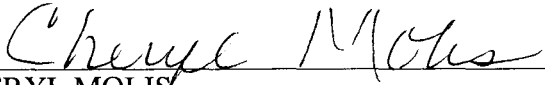
Date

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

BY:

DEPUTY

Forest Service Agreement No.	09-CO-11130206-016
Cooperator Agreement No.	




 CHERYL MOLIS
 Administrative Officer
 U. S. Forest Service, National Interagency Fire Center

5-13-09

 Date

For FS Use Only:

The authority and format of this agreement have been reviewed and approved for signature.

/s/ Danielle L. Price, 

 Danielle L. Price
 Forest Service Grants & Agreements Specialist

5-13-09

 Date